

From: Miller, Byron
Sent time: Wednesday, September 14, 2011 2:01:04 PM
To: Skipper, Allison
Subject: FW: Cruise foes, port in power struggle: Shore-side electricity conflict raises pollution, cost issues
Attachments: Council Passes Cruise Ordinance.doc



Perfect, just remove the graf on what the cruise management plan says.

From: Skipper, Allison
Sent: Wednesday, September 14, 2011 1:43 PM
To: Miller, Byron
Subject: RE: Cruise foes, port in power struggle: Shore-side electricity conflict raises pollution, cost issues

Please read.

FOR IMMEDIATE RELEASE
September 14, 2011

Charleston Cruise Plan Sails Ahead with City Council Vote

Charleston, SC – Charleston City Council on Tuesday further formalized its support of the South Carolina Ports Authority's cruise plans by passing an ordinance authored by Charleston's mayor.

City Council voted 8-3 in favor of Mayor Joe Riley's ordinance, which does not alter or place limitations on the cruise business in Charleston. Rather, the measure reinforces the Ports Authority's voluntary cruise management plan and outlines the City's process to seek input from citizens should conditions change in the future.

"This is a vote of confidence in our managing of the cruise business, which is a natural extension of our state-mandated maritime commerce mission," said Jim Newsome, president and CEO of the Ports Authority. "Cruises are putting our community to work at a time when jobs are needed."

The port's cruise management plan outlines voluntary cruise measures to keep the cruise business in a scale and scope appropriate for Charleston, such as a cap of 104 ships a year, up to 3,500 passengers per ship and vehicle flow mitigation on cruise days.

Last fall, Council unanimously voted in favor of a resolution in support of the Ports Authority's Union Pier Concept Plan, which includes a new cruise terminal currently in the design phase as well as the redevelopment of 35 acres of waterfront property in downtown Charleston.

Charleston's Board of Architectural Review unanimously gave the new cruise terminal's design conceptual approval in August of this year.

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From: Miller, Byron
Sent: Wednesday, September 14, 2011 12:20 PM
To: Skipper, Allison
Subject: Fwd: Cruise foes, port in power struggle: Shore-side electricity conflict raises pollution, cost issues

Can you do a brief for your cruise media list on last night's actions?

Byron Miller
S.C. Ports Authority
e-mail: bmiller@scspa.com
office: 843-577-8197
mobile: 843-514-9397
<http://www.scspa.com>

KEVIN -
PAY LESS TRUCK SERVICE
KYLE

SCPA006998

Begin forwarded message:

From: "Miller, Byron" <BMiller@SCSPA.com>
Date: September 14, 2011 6:50:34 AM EDT
To: "De La Cruz, Jennifer (CCL)" <JDeLaCruz@carnival.com>
Cc: "Dow, Thomas (CarnCorp)" <TDow@carnival.com>, "Jim Newsome" <JNewsome@SCSPA.com>
Subject: Re: Cruise foes, port in power struggle: Shore-side electricity conflict raises pollution, cost issues

In addition, I neglected to mention that the Town of Mount Pleasant just across the harbor voted unanimously last night in favor of a resolution supporting the cruise industry's benefits and the new cruise terminal plan at Union Pier.

Byron Miller
S.C. Ports Authority
e-mail: bmiller@scspa.com
office: 843-577-8197
mobile: 843-514-9397
<http://www.scspa.com>

On Sep 13, 2011, at 11:19 PM, "De La Cruz, Jennifer (CCL)" <JDeLaCruz@carnival.com> wrote:

Thanks Byron. Appreciate this info and will be sure to share with some of the other folks at Carnival.

Sent from my iPhone

On Sep 13, 2011, at 11:05 PM, "Miller, Byron" <BMiller@SCSPA.com> wrote:

Hi Jennifer & Tom,

By way of an update, Charleston City Council tonight approved 8-3 the 2nd and final reading on the cruise-related ordinance proposed by Mayor Riley, which we supported.



As you'll recall, this ordinance does not limit or impact in any way the cruise business in Charleston. Rather, it speaks to the city's process to collect input should the Ports Authority decide to modify its voluntary cruise management plan.

Council declined to act on a substitute and unacceptable ordinance proposed by the Conservation League and preservation interests.

I am pleased to report that there was strong and compelling support for the cruise business and Carnival by the Mayor, business leaders, maritime interests and the majority of council.

Tom, our shipboard environmental tours were mentioned on multiple occasions, so we continue to see returns from these efforts.

SCPA006999

While tonight's action doesn't mean the narrow interests will go away, it is a favorable result for us.

I regret if this is a duplicate message but I was having some problems with my email earlier.

Best regards,
Byron

Byron Miller
S.C. Ports Authority
e-mail: bmiller@scspa.com
office: 843-577-8197
mobile: 843-514-9397
<http://www.scspa.com>

On Sep 13, 2011, at 4:30 PM, "De La Cruz, Jennifer (CCL)"
<JDeLaCruz@carnival.com> wrote:

Thanks. Have a great week.

Sent from my iPhone

On Sep 13, 2011, at 6:35 AM, "Miller, Byron"
<BMiller@SCSPA.com<<mailto:BMiller@SCSPA.com>>> wrote:

→ We are keeping the heat on and are moving forward. Tonight council approves the mayor's ordinance despite their failed opposition, and we expect to seek next design approval in mid-October.

Byron Miller
S.C. Ports Authority
e-mail: <<mailto:bmiller@scspa.com>> <<mailto:bmiller@scspa.com>>
bmiller@scspa.com<<mailto:bmiller@scspa.com>>
office: 843-577-8197
mobile: 843-514-9397
<<http://www.scspa.com>><http://www.scspa.com>

On Sep 12, 2011, at 6:12 PM, "Dow, Thomas (CarnCorp)"
<<<mailto:TDow@carnival.com>>TDow@carnival.com<<mailto:TDow@carnival.com>>>
wrote:

SCPA007000

One other point regarding Brooklyn, construction on the project has not yet begun. What NY announced was an agreement to install shorepower.



I can provide more, but it wouldn't have any impact on the Conservation League. They will just find another criticism to keep the story alive.

Sent from Tom Dow's Blackberry

From: De La Cruz, Jennifer (CCL)

Sent: Monday, September 12, 2011 05:54 PM

To: 'Miller, Byron'

<<<mailto:BMiller@SCSPA.com>>BMiller@SCSPA.com<<mailto:BMiller@SCSPA.com>>>;

Dow, Thomas (CarnCorp)

Subject: RE: Cruise foes, port in power struggle: Shore-side electricity conflict raises pollution, cost issues



Thanks. I gather not much else happens in Charleston the way the Post & Courier covers the cruise industry ☺?

BTW – you may be aware butCarnival Cruise Lines has no ships that use the Brooklyn port. Sister companies do.

From: Miller, Byron [<mailto:BMiller@SCSPA.com>]

Sent: Monday, September 12, 2011 8:02 AM

To: De La Cruz, Jennifer (CCL); Dow, Thomas (CarnCorp)

Subject: Cruise foes, port in power struggle: Shore-side electricity conflict raises pollution, cost issues

The latest on shore power here in Charleston...

<image001.gif>

Cruise foes, port in power struggle: Shore-side electricity conflict raises pollution, cost issues

By Robert Behre<http://www.postandcourier.com/staff/robert_behre/>

Monday, September 12, 2011

At least seven other U.S. ports provide some electrical connection for cruise ships to plug into while in port, leading to cleaner air –at least in the area immediately around the docks.

But no such shore power is in the works here as the State Ports Authority plans to build a new \$30 million cruise ship passenger terminal.

SCPA007001



PORT CHARLESTON

Historic Charleston

Immediate Opportunities for Cruise Lines

A presentation of the
South Carolina State Ports Authority
July 2010

SCPA 012524



We Have Pull:

A larger drive market than conventional wisdom indicates.

A proven drive market of 90.5 million people.

- 61.5 million +21 years old.
- 13.3 million +62 years old.

33.5 million households.

- 19.2 million households with annual income >\$35,000.

PORT CHARLESTON

A presentation of the South Carolina State Ports Authority

SCPA 012530



Current Opportunities

- Charleston is a premier port of call city with a totally unique culture and set of visitor activities.
- We're ready, willing, and able to host your ships.
- Our cruise season is 52-weeks/year.
- Charleston offers a developed cruise market with **growing demand and huge growth potential.**
- Marine operations advantages mean you have enhanced onboard revenue opportunity.

A Charleston port-of-call is a very attractive and rewarding addition to your itinerary.

PORT CHARLESTON

A presentation of the South Carolina State Ports Authority

SCPA 012536



In Conclusion...

- Our cruise market is primed for growth and there are port-of-call and home port opportunities.
- There is an opening for cruise companies to tie into the Charleston brand by adding our historic port city to your itineraries.
- We are eager to listen and work with you as this exciting new era in Charleston cruising begins.

Wouldn't you like to join us?

Peter O. Lehman
Director, Business Development
SC State Ports Authority
843/577-8601
PLehman@scspa.com

PORT CHARLESTON

A presentation of the South Carolina State Ports Authority

SCPA 012553

EXHIBIT D

1.7.3.1.3 Alternative C: Expansion/Renovation to Existing Cruise Terminal

Alternative B involves the renovation of the existing cruise terminal at the existing location on the southern end of UPT. This alternative would primarily involve the renovation of Building 325, but also includes assessing renovations needed to support structures currently being utilized by existing cruise operations and the construction of an additional structure landside. The goal of this alternative assessment was to provide a structure, or series of structures, capable of supporting CBP's current requirements, adequate spaces for segregated and secure passenger check-in, luggage screening, passenger waiting, boarding, gangways, vertical circulation, parking, and other ground transportation requirements. Specifically, this alternative would involve the renovation of the existing passenger terminal operations infrastructure to include the installation of ADA-compliant elevators and/or escalators and physical space for improvements requested by CBP. The utilization of the existing dockage and wharf areas, traffic patterns, and other impacts will not change.

In 2007, the Ports Authority commissioned a study on for the renovation of the existing passenger terminal and supporting structures. The 2007 Bermelo Ajamil & Partners analysis reviewed several layouts and provided an order of magnitude cost for those renovations. This 2007 analysis continues to serve as a viable basis for comparison. CBP provided updated security guidelines in 2015, but the differences from 2007 to 2015 are not significant for purposes of an order of magnitude analysis.

The operating space requirements for passenger services are approximately 100,000 square feet in building space. This includes space for CBP primary and secondary processing, baggage lay-down, administrative and support areas, and counterterrorism response facilities.

Limiting the layouts to the existing footprints uses the built environment coverage over the water with the intent of limiting additional reviews and permitting requirements by agencies controlling development over tidal lands and wetlands, although some adjustments will be made to the dock apron to accommodate the construction and utilization. Critically, because the renovation of the existing terminal site and support structures is not likely to require the deposition of additional fill material, and because there would be no change-in-use of UPT generally, and the permitted structures structures specifically, it is possible that no additional permits, authorizations, or approvals from State and Federal agencies would be required.

The three renovation proposals in the 2007 study proffered cost estimates ranging from \$31,162,700 to \$35,629,954 in 2007 dollars (which, using the annual average urban CPI, ranges from \$37,902,670 to \$43,336,117 in 2018 dollars). Additionally, an order-of-magnitude cost estimate in 2018 dollars for a new building upland of the existing passenger terminal to accommodate a number of these services ranges from \$22,000,000 to \$26,000,000 (\$275 to \$325 per square foot) construction cost based on a three-story building of approximately 80,000 square feet. This results in an order-of-magnitude for an upland building and renovations ranging from \$59,902,670 to \$69,336,117.

S.C. Ports Authority
Alternatives Analysis – UPT Project

This alternative would also preclude any redevelopment of the southern end of UPT for any purpose other than maritime commerce. In addition, and consistent with the discussion of the No Action alternative above, under this alternative, the Ports Authority would seek to resume and grow maritime activities at the northern end of UPT, including break-bulk activities such as roll-on, roll-off cargo, as well as resume of use of the dedicated rail service to UPT to service and accommodate cargo ship calls. Moreover, the Ports Authority would seek to phase the implementation of the renovations associated with this alternative such that there would be limited disruptions to scheduled cruise ship calls during construction. Following completion of the renovations associated with this alternative, the Ports Authority would re-evaluate its adherence to the VCMP and its agreement to limit the number and frequency of cruise ship calls and would seek to grow that business segment in pace with the expected demand for cruises to Charleston.

1.7.3.1.4 Alternative D: Union Pier Cruise Operations Relocation to Building 322 (Proposed Alternative)

Alternative D is the proposed alternative for the terminal and passenger operations. It provides the maximum operational efficiencies for the Ports Authority with the least amount of impact.

The use of the northern end of UPT and Building 322 provides adequate space to contain all of the operations of passenger embarkation and disembarkation and port-of-call operations within one defined area of the existing terminal footprint. The passenger terminal operations infrastructure that will be located at the northern end of UPT under Alternative D will include:

- a. Cruise passenger terminal (in the renovated Building 322);
- b. At-grade docking for the passenger vessel;
- c. Separate areas for drop-off and pick-up by buses, taxis, and privately owned vehicles;
- d. Roads and drives to allow service trucks to reach the dock apron;
- e. Parking for employees, government agencies, and security personnel; and
- f. An elevated deck for servicing the passenger vessel and to operate as a dock apron.

Alternative D provides adequate surface-level parking options in the immediate vicinity of Building 322 and within the existing UPT terminal footprint. Surface-level parking lots are proposed in the existing paved areas west and northwest of Building 322, as well as areas immediately South of Building 322. Existing structure Building 330, located adjacent to and south of Building 322, is proposed to be removed in order to make that area available for surface parking.

Alternative D also proposes an area immediately west of Building 322 to be a ground transportation area dedicated to managing the transportation of passengers, products and services to the cruise

**MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF
HOMELAND SECURITY, U.S. CUSTOMS & BORDER PROTECTION AND
THE SOUTH CAROLINA PORTS AUTHORITY REGARDING
THE PROCESSING/FORMATION OF CHARLESTON CRUISE SHIP TERMINAL
LOCATED IN CHARLESTON, SOUTH CAROLINA**

1. **PARTIES.** The parties to this Memorandum of Understanding (MOU) are the Department of Homeland Security, U.S. Customs & Border Protection (CBP), and the South Carolina Ports Authority (SCPA).

2. **AUTHORITY.** This MOU is authorized under the provisions of Titles 8 and 19 of the United States Code.

3. **PURPOSE.** The purpose of this MOU is to set forth terms by which CBP and SCPA will provide space, services, personnel, and equipment in order to facilitate the processing of passengers, crew members, and vessels for cruise ship arrivals. This MOU shall supersede the Memorandum of Understanding entered into by the parties in or about May 2007, as jointly amended nine (9) times, including most recently on September 30, 2015, under which Ninth Amendment the parties had been operating prior to the Effective Date of this MOU, notwithstanding the Ninth Amendment's stated expiration on September 30, 2017, as evidenced by the parties' mutual agreement and course of conduct.

4. **DEFINITIONS.** Unless otherwise specifically noted, all terms and conditions set forth in this MOU shall be interpreted by reference to the following definitions:
 1. **CBP Area:** The area from the cruise ship's debarking portal door to the CBP exit point.
 2. **Access Point:** Any opening or mechanism that provides persons with the ability to enter or exit the CBP area, including but not limited to, all doors, stairs, and elevators used by SCPA and/or cruise ship personnel to travel between the domestic or dock areas to the CBP area; this term does not include entry or exit points that have been secured to permit only emergency egress and are equipped with an alarm programmed to alert CBP and SCPA personnel of any attempted egress or entry.

5. **RESPONSIBILITIES.**
CBP
 1. CBP agrees to designate, in a writing provided to SCPA, a coordinator to be the contact point for all issues arising from the implementation of this document (CBP POC listed in paragraph 6), and provide his/her name, email address, and telephone number to SCPA.
 2. While the Charleston Cruise Ship Terminal (CCST) located at 196 Concord Street,

Charleston, South Carolina has limited capacity to meet current passenger workloads resulting in a less than optimal processing time, CBP commits to work collaboratively with SCPA to identify requirements to improve and upgrade the facility to meet federal security standards.

3. CBP reserves the right to restrict access to all personnel from the CBP area for any reason, including, but not limited to, breach of this MOU, failure of SCPA security measures, and national security threats.

SCPA

1. SCPA agrees to grant CBP the non-exclusive right to access and use the CBP area as it deems necessary to perform its inspectional and processing duties in connection with the arrivals of vessels at CCST.
2. SCPA agrees to meet quarterly with CBP to discuss and share concerns regarding the facilitation and security of passengers and the enforcement of laws and regulations applicable in the CCST.
3. SCPA agrees to designate, in a writing provided to CBP, a coordinator to be the contact point for all issues arising from the implementation of this document (SCPA POC listed in paragraph 6), and provide his/her name, email address, and telephone number to CBP.
4. [REDACTED] The security guards shall: (1) ensure that each person entering or exiting the CBP area has his or her SCPA/TWIC identification card visible at all times; (2) not permit anyone, other than credentialed law enforcement officers or those visibly displaying an authorized SCPA/TWIC card, to enter or exit the CBP area.
5. [REDACTED]
[REDACTED] Specifications for such modifications must be reviewed and approved by the CBP POC prior to installation. Modifications shall be completed no later than December 31, 2018.
6. [REDACTED] CBP will have the exclusive ability to access and use this camera system and all of its recordings and related materials.
7. All application materials submitted by actual or prospective SCPA and cruise ship employees for access to the CBP area, including photographs, shall be made available to CBP, upon request.
8. All SCPA and cruise ship employees, or any other person providing operational support, shall possess and display his or her SCPA/TWIC or ship's ID card whenever entering or exiting the CBP area. Failure to do so may result in expulsion from the CCST area. This provision does not apply to debarking passengers or credentialed law enforcement officers.
9. Any and all baggage or personal items brought into the CBP area shall be subject to security inspection.
10. SCPA shall furnish a report to CBP of any breakdown in security, including frequency, duration, and reason for breakdown, which causes the suspension of security screenings, or use of metal detectors. SCPA shall report to CBP any unusual circumstances occurring in the CCST, including, but not limited to, the finding of incendiary devices,

weapons, questionable documents, illicit drugs, or improperly documented persons in the CBP area.

11. A completed and detailed Emergency Evacuation Plan (EEP) shall be distributed by SCPA to all parties that routinely work in the CCST.
12. SCPA will ensure that all workers and vehicles have proper authorization to enter and exit the CCST.
13. SCPA will ensure that all debarking cruise ship passengers are presented to CBP for processing through the placement of representatives or agents of the arriving cruise ship, or SCPA personnel at the door(s) where the ship unloads passengers, on the dock leading to the CBP area, and the entrance(s) to the CBP area, to direct passengers from the vessel to the CBP area.
14. [REDACTED]
15. Appropriate signage for the CCST, in accordance with CBP standards and requirements, shall be the responsibility of the SCPA.
16. SCPA will fund the installation and maintenance of a data circuit and cabling for the passenger terminal. Identified maintenance needs require that SCPA replace the floor modules or install a suitable alternative.
17. SCPA agrees to upgrade its security systems and revise protocols, if deemed necessary by CBP, due to a security breach or threat.
18. SCPA will upgrade current security systems by providing more substantial, semi-permanent barriers and inspection counters in the CBP secondary area. Specifications for such modifications must be reviewed and approved by the CBP POC prior to installation. Modifications shall be completed no later than September 30, 2018.
19. SCPA will provide upgraded primary inspection booths. Specifications for such upgrades must be reviewed and approved by the CBP POC prior to installation. Booth upgrades shall be completed no later than September 30, 2018.
20. SCPA will provide an adequate number of security personnel to ensure that all baggage transported off a vessel and into the terminal for purposes of baggage lay down remains in a sterile environment and that ALL baggage discharging from the vessel arrives securely in the CBP area for screening and passenger pick-up purposes. SCPA will monitor this process to ensure that it is accomplished in accordance with this MOU.
21. SCPA will ensure that arriving vessels requiring inspection by CBP at CCST do not arrive during the two (2) hours prior or two (2) hours after any debarkation or embarkation of another vessel requiring such services.
22. SCPA and CBP will continue to work jointly to ensure an agreed upon debarkation methodology for passengers and baggage that meets mandatory security requirements. Any changes needed to the current method must be agreed upon in advance.
23. SCPA pledges to cooperate with CBP in the facilitation and physical security of the traveling public and shall so instruct its employees. SCPA further pledges to meet any agreed upon time frames written in this list of conditions and will notify CBP immediately, in writing, of any delay in the installation or construction of any item. SCPA agrees to permit CBP to monitor its compliance with the terms of this MOU.

24. Failure of SCPA on any one of the above procedures shall be considered a breach of this MOU and may result in appropriate CBP action, including, but not limited to, restricting access of all personnel, to include cruise line personnel and/or any other agent or representative to or from the CBP area.
25. SCPA's compliance with this document shall be evaluated periodically. SCPA agrees to comply with the above paragraphs and agrees to complete CBP requirements by the dates listed.
26. Unless authorized by CBP in writing or required by court order, SCPA agrees not to publicize or share, in any manner, audio or video recordings of the CBP area or CBP personnel. SCPA shall notify CBP in writing immediately upon receipt of a request for disclosure of such a recording.
27. Unless authorized by CBP in writing, which shall not be unreasonably withheld, SCPA agrees not to publicize or share this MOU or its terms in any manner except as may be necessary to comply with the MOU or if required by law. Regardless of whether written authorization is required, SCPA shall notify CBP in writing immediately upon receipt of a request for disclosure of such information and in the event that SCPA actually discloses such information.
28. All the above-listed modifications to the CCST shall be approved by the CBP Facilities POC identified in Paragraph 6 of this MOU or any subsequent writing provided by CBP to SCPA.

6. POINTS OF CONTACT.

CBP
Russell Miller, Assistant Port Director, 843/579-6511
russell.miller@cbp.dhs.gov

CBP Facilities
Matthew Herman, Project Manager, 678/284-5918
matthew.s.herman@cbp.dhs.gov

SCPA
Jeff S. Hollis, Cruise Operations, 843/577-8189
JHollis@SCSPA.com

These points of contact may be modified by providing written notice to the other party.

7. **OTHER PROVISIONS.** Nothing in this MOU is intended to conflict with current law or regulation or the directives of the DHS or SCPA. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

It is understood and agreed by the parties that this document is not intended to be legally enforceable by either party. No claims, liabilities, or rights shall arise from or with respect to this document except as provided for in federal law or the Code of Federal Regulations.

Nothing in this document relieves SCPA of any responsibilities with respect to United States laws or the Code of Federal Regulations.

This document, once jointly executed, will serve as a working MOU to be utilized by all parties to ensure the successful facilitation of passengers through the CCST and to ensure the security of the United States and enforcement of the law and the applicable regulations.

8. **EFFECTIVE DATE.** Upon execution by both parties, this MOU will become effective as of the day of signing by both parties.


9. **MODIFICATION.** This MOU may be modified upon the mutual written consent of the parties.

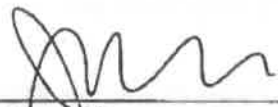
10. **TERMINATION.** The terms of this MOU, as modified with the written consent of both parties, will remain in effect until September 30, 2020.

The MOU may be extended by mutual written agreement of the parties. Either party upon 30 days written notice to the other party's POC may terminate this MOU.

If SCPA fails to abide by the terms of this Memorandum of Understanding, CBP will give written notice to the SCPA POC of the violated terms and intent to terminate this document. If the item in question is not resolved within 30 days, summary termination will occur.

APPROVED BY:


Date 7/16/18
Robert A. Fencel
Area Port Director
Customs and Border Protection


Date 7/19/18
James I. Newsome, III
President
South Carolina Ports Authority